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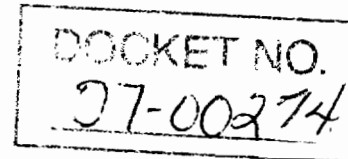
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OF COUNSEL
LARRY W. LINDEEN
ALAN MARK TURK

December 18, 2007

VIA HAND DELIVERY

Sharla Dillon, Docket Manager
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238



Re: (3) Memoranda of Understanding, by and between:
Verizon Wireless and Crockett Telephone Company;
Verizon Wireless and Peoples Telephone Company; and
Verizon Wireless and West Tennessee Telephone Company

Dear Ms. Dillon:

Enclosed for filing are the original and thirteen copies of each of the three Memorandum of Understanding referenced above and our check in the amount of \$150.00 to cover the filing fees for all.

Thank you for your assistance in this matter.

Yours truly,

Sarah Martin McConnell
Paralegal

:smm
Enclosures

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**MEMORANDUM OF UNDERSTANDING
REGARDING
MINIMUM OPERATING TERMS AND CONDITIONS**

BY AND BETWEEN

**VERIZON WIRELESS TENNESSEE PARTNERSHIP d/b/a
VERIZON WIRELESS**

AND

PEOPLES TELEPHONE COMPANY, INC.

JANUARY 1, 2007

TRA Docket No. _____

MEMORANDUM OF UNDERSTANDING REGARDING
MINIMUM OPERATING TERMS AND CONDITIONS

This constitutes the Minimum Operating Terms and Conditions by and between Verizon Wireless Tennessee Partnership d/b/a Verizon Wireless ("VZW") and Peoples Telephone Company, Inc. ("Peoples"). It is the intent of the parties for these minimum terms and conditions to apply on an interim basis effective January 1, 2007 (the "Effective Date"), pending the negotiation and filing of a definitive interconnection and reciprocal compensation agreement in a manner consistent with the procedures set forth in 47 U.S.C. § 252.

1. The parties agree that the Minimum Operating Terms and Conditions will be incorporated into a voluntary interconnection and reciprocal compensation agreement negotiated in accordance with 47 U.S.C. 252(a). In the event the parties do not arrive at a mutually acceptable definitive interconnection and reciprocal compensation agreement before the conclusion of the arbitration proceeding, TRA docket No. 03-00585, the parties agree to adopt terms and conditions approved by the TRA in such arbitration and in any subsequent applicable final decisions issued by the TRA. The definitive interconnection agreement will have a term of two (2) years.
2. The parties agree that the terms and conditions of the definitive interconnection and reciprocal compensation agreement will incorporate the terms set forth in item Nos. 3-10.
3. Pursuant to these Minimum Operating Terms and Conditions, the parties agree that traffic between VZW's network and Peoples' Henry, TN remote end office will be exchanged via direct interconnection facilities to be established between VZW and West Tennessee Telephone Company's Bradford, TN end office. The point of interconnection for such facilities shall be at a technically feasible meet point on West Tennessee Telephone Company's network. Each party agrees to be responsible for one hundred percent (100%) of the transport facility costs to deliver its originated traffic to and receive the other party's originated traffic from such meet point. Traffic that has been transported and terminated through this established direct connection is referred to hereafter as "Direct Traffic." Traffic that has been originated on either party's network and transported and terminated indirectly via a third party tandem provider is referred to hereafter as "Indirect Traffic." Indirect Traffic shall initially be exchanged via AT&T Tennessee (f/k/a BellSouth Telecommunications, Inc., hereafter referred to as "AT&T"); however, neither party is required to utilize the tandem services of AT&T to deliver its originated Indirect Traffic to the other party, and either party may choose to utilize an alternative tandem provider that owns and operates a tandem to which Peoples and VZW are respectively connected.
4. Within ninety (90) days of this Agreement being fully executed, VZW agrees to route all of the intraMTA traffic originating on its network and destined to Peoples' Henry exchange over the established direct connection facilities described in item No. 3 above. Within ninety (90) days of this Agreement being fully executed, Peoples will route land-to-mobile calls

originated at its Henry exchange to VZW's NPA-NXXs associated with local or EAS rate centers over the established direct connection facilities described in item No. 3 above.

5. Once the direct connection facilities described in item No. 3 above are in service, Peoples and VZW will route traffic described in item No. 4 above indirectly only in the event that the direct interconnection facilities are out of service, have insufficient capacity, or are otherwise unavailable. In the event that the facilities have insufficient capacity, the parties agree to work expeditiously and consistent with industry practice to establish additional facilities. Traffic other than that traffic described in item No. 4 above will be transmitted indirectly until such time as the parties mutually agree to deploy additional direct interconnection arrangements. Specifically, traffic between VZW and the NPA-NXXs associated with the Erin and Tennessee Ridge exchanges of Peoples will be transmitted indirectly.
6. Peoples shall include VZW's NPA-NXXs associated with local or EAS rate centers in Peoples's local calling scope during the term of this interim agreement and the definitive interconnection and reciprocal compensation agreement.
7. For mobile-to-land Indirect Traffic, Peoples shall bill VZW, and VZW shall pay Peoples, based upon the billing records Peoples receives from the third party tandem provider. For mobile-to-land Direct Traffic, Peoples shall bill VZW, and VZW shall pay Peoples, for the measured minutes of use ("MOUs"). For land-to-mobile Direct Traffic and Indirect Traffic, VZW shall bill Peoples, and Peoples shall pay VZW, based on a traffic factor of 70/30 (70% mobile-originated, 30% land-originated) applied to usage billed by Peoples.
8. Peoples and VZW agree that the party originating Indirect Traffic shall be responsible for the cost to deliver its originated Indirect Traffic to the point where the terminating party's network interconnects with the network of the third party tandem provider (e.g., transit charges). Peoples' Henry exchange and VZW interconnect with AT&T at AT&T's Memphis, TN tandem (MMPHTNMA84T). Peoples' Erin and Tennessee Ridge exchanges and VZW interconnect with AT&T at AT&T's Nashville, TN tandem (NSVLTNMT84T).
9. The interim rate for reciprocal compensation effective January 1, 2007, shall be \$0.010 per MOU. Peoples and VZW agree that the rate for reciprocal compensation shall be subject to a true-up, retroactive to the Effective Date, to a rate either (a) established for Peoples in the arbitration, TRA docket No. 03-00585, or (b) established pursuant to a negotiated settlement between the parties in the arbitration.
10. The percentage of traffic estimated to be Inter-MTA is 3%, split 50-50 between interstate and intrastate jurisdictions, during the term of this interim agreement, and shall remain as such in accordance with the Inter-MTA percentage agreed upon between the Rural Independent Coalition and the CMRS Providers in the arbitration, TRA docket No. 03-00585.
11. Peoples and VZW will compensate each other at the reciprocal compensation rate for traffic exchanged subsequent to the Effective Date of these Minimum Operating Terms and Conditions. The Parties have executed this Interim Agreement in conjunction with the execution of a Confidential Settlement Agreement and Mutual Release which addresses the

agreement of the parties with respect to the finalization of payments for reciprocal compensation prior to the Effective Date.

12. On the condition that the Rural Independent Coalition, including Peoples, and the CMRS Providers, including VZW, that are currently parties to the arbitration, TRA docket No. 03-00585, enter into a settlement agreement, VZW and Peoples shall each be provided the opportunity to opt-in to such settlement terms and conditions as between VZW and Peoples.
13. Both parties acknowledge that these Minimum Operating Terms and Conditions have been reached on a voluntary basis, as the result of negotiations, and in consideration of the current facilities, volume of traffic exchanged and rate negotiated by the parties. Each of the items of these Minimum Operating Terms and Conditions is legitimately related to each other item, and is non-severable.
14. These Minimum Operating Terms and Conditions shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be adopted by any federal, state, or local government authority. Any modification to these Minimum Operating Terms and Conditions occasioned by such change shall be effected through good faith negotiations.

IN WITNESS WHEREOF, the parties hereto have caused these Minimum Operating Terms and Conditions to be executed as of this 29th day of November, 2007.

**VERIZON WIRELESS TENNESSEE
PARTNERSHIP D/B/A VERIZON
WIRELESS**

BY: Cellco Partnership, Its General Partner

By: _____

Printed: Hans Leutenegger

Title: South Area Vice President, Network

PEOPLES TELEPHONE COMPANY

By: _____

Printed: LERA ROARK

Title: VICE PRESIDENT